BILL NO. S-80-03-29

SPECIAL ORDINANCE NO. S-36-80

AN ORDINANCE approving a contract for Water Contract #8001, between the City of Fort Wayne, Indiana and John Hartman Investment Corporation for construction of water main system.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated March 13, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and John Hartman Investment Corporation, for:

> the construction of a water main system to serve Harris Road, from an existing 16" water main on the South side of U.S. 30 Bypass, southward 1000± feet of 12" water main to the south right of way line of Versailles Village Place; on north Schomburg Drive, from Harris Road, westward 30± feet of 8" water main.

under Board of Public Works Water Contract #8001, at a total cost of $7,148.54, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY MARCH , 1980.

John E. Hoffman

JOHN E. HOFFMAN
City Attorney

Read the first time in full and on motion by Burns, seconded by Crabbs, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 3-25-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	C				
EISBART	C				
GiaQUINTA	C				
NUCKOLS	C				
SCHMIDT, D.	C				
SCHMIDT, V.	C				
SCHOMBURG	C				
STIER	C				
TALARICO	C				

DATE: 4-8-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION) ORDINANCE (~~RESOLUTION~~) No. S-36-80

on the 8th day of April, 19 80.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Vivian G. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of April, 19 80, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 9th day of April 19 80, at the hour of 4 o'clock P M.,E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-03-29

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Water Contract #8001, between the City of Fort Wayne, Indiana and John Hartman Investment Corporation for construction of water main system

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

BEN EISBART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

4-8-80
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

68-227-10

CONTRACT NO. 8001

BOARD ORDER NO. 2-80 WORK ORDER NO. 63465

THIS AGREEMENT, made and entered into this 13th day of March, 1980, by and between John Hartman Investment Corp., hereinafter called CONTRIBUTOR, and the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, by and through the Mayor and the BOARD OF PUBLIC WORKS of said City, hereinafter called UTILITY, WITNESSETH:

That the said CONTRIBUTOR and the said UTILITY for the considerations hereinafter named, agree as follows:

1. That the UTILITY and the CONTRIBUTOR shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct a water main system, including all necessary fittings, to serve, Harris Road as follows:

   On Harris Road, from an existing 16" water main on the southside of U.S. 30 Bypass, southward 1000± ft. of 12" water main to the south right of way line of Versailles Village Place; on North Schomburg Drive, from Harris Road, westward 30± ft. of 8" water main.

   Said water main system to include: 1000± ft. of 12" and 30± ft. of 8".

2. That said water main system shall be constructed according to the standards, plans, and specifications of the UTILITY or approved by the UTILITY, which are on file in the office of the Engineering Department of the UTILITY, and by reference made a part hereof; and the said UTILITY shall furnish water thru said system, when completed, in accordance with the rules and regulations of said UTILITY, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

   It is, however, understood and agreed that the UTILITY will not furnish water thru any part or parts of the water main system covered hereunder unless and until the entire system shall have been tested, disinfected, and placed in service and accepted by said Utility.

3. It is understood and agreed by and between the parties of this Contract that the CONTRIBUTOR shall furnish all materials, contractual labor, and equipment for the construction of said water main system through John Hartman Construction Co. at a cost of thirty-two thousand five hundred seventy dollars eighty-eight cents ($32,570.88), and that said UTILITY shall supply the necessary labor for inspection, pressure-testing, disinfection, and engineering at a cost of one thousand one hundred eighty-five dollars and no cents ($1,185.00). Therefore, the total cost of said water main system is thirty-three thousand seven hundred fifty-five dollars and eighty-eight cents ($33,755.88). It is further understood and agreed by and between the parties of this Contract that the said CONTRIBUTOR shall bear the cost of the water main on the basis of 8" water main, the cost of which is twenty-five thousand four hundred twenty-two dollars and thirty-four cents ($25,422.34) and which amount is the contract price of this AGREEMENT. Therefore, it is agreed that upon completion and acceptance of said water main system by said UTILITY, the UTILITY will pay to said CONTRIBUTOR the

difference between the cost of material, contractual labor, and equipment, as supplied by the Contractor, as referred to above and the contract price of this AGREEMENT, said difference being seven thousand one hundred forty-eight dollars and fifty-four cents ($7,148.54).

4. It is further understood and agreed by and between the parties of this contract that should any additional party wish to have a service connection tap made into this water main within a period of 15 years from the above date, and become a permanent consumer of water along Harris Road, more particularly described as follows, to wit:
   a. On the west side of and adjacent to Harris Road, from the south property line of lot numbered 1 in Archer's Out Lots, southward to the north property line of lot numbered 1 in Versailles Village.
   b. On the east side of and adjacent to Harris Road, from the north property line of lot numbered 16 in Hess Addition, southward to a point 9 feet north of the south right-of-way line of Versailles Village Place and its easterly extension.

   or any part or parts thereof, he shall apply to the said UTILITY for a permit to tap the above said water main and shall be required to pay to said UTILITY his share of the installation cost, in addition to the regular tapping fee, which share shall be eleven dollars and eight cents ($11.08) per front foot. The money so collected shall be paid to John Hartman Investment Corp. The above affected property is located in the NW ¼ of Sec. 27, Township 31 North, Range 12 East (Washington Township), Allen County, Indiana.

5. The UTILITY may approve the extension of additional water main from the water main covered in this contract without incurring any financial obligations to the CONTRIBUTOR under this contract, except it is understood and agreed that the UTILITY will not permit any future customers of water on property contiguous to the water main subject to this contract to make a service connection tap into any lateral extension from this main so as to avoid payments of his aforesaid share of the installation cost of this main.

6. It is further understood and agreed that, upon completion of said water main system, the CONTRIBUTOR or his contractor shall file a COMPLETION AFFIDAVIT and a MAINTENANCE BOND with the Board of Public Works of the City. The MAINTENANCE BOND shall run for minimum period of one (1) year from the date of the acceptance of the said system by the CITY and shall be in the minimum amount of eight thousand four hundred forty dollars and no cents ($8,440.00). After receipt of the COMPLETION AFFIDAVIT and MAINTENANCE BOND, the UTILITY will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the standards and specifications of the UTILITY, the Board of Public Works will issue a letter of acceptance of the project to the CONTRIBUTOR. Upon issuance of the acceptance letter, and in accordance with the terms of that letter, the water main and fittings installed under this contract shall form and be a part of the water works system of said UTILITY, and all right, title, and interest whatsoever in said water main system shall become and remain in the City of Fort Wayne, Indiana.

7. This AGREEMENT, although executed on behalf of the UTILITY by the Mayor and the BOARD OF PUBLIC WORKS, shall not be binding upon the UTILITY unless and

until the same shall have been ratified and approved by Common Council. Failure to approve the same within ninety (90) days after the date hereof, then this Contract shall become null and void.

WITNESS THE HANDS AND SEALS OF SAID PARTIES the day and year are first above written.

CITY OF FORT WAYNE, INDIANA

Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy, clerk

APPROVED AS TO FORM AND LEGALITY:

Prepared by:
D. L. Foland, P.E.
Chief Water Engineer

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Herbert R. Gamache, Member

Roberta Anderson Staten, Member

CONTRIBUTOR:

BY: _____
John F. Hartman, Pres.

BY: _____
Annetta J. King, Secy-Treas.

ACKNOWLEDGMENT

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 31st day of January, 1980, personally appeared the within named John F. Hartman and Annetta J. King, who being by me first duly sworn upon their oaths say that they are the President and Secretary-Treasurer respectively, of the John Hartman Investment Corp. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of John Hartman Investment Corp. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Janet M. Walko
NOTARY PUBLIC

Janet M. Walko
Type or Print Name of Notary
Resident of Allen County

MY COMMISSION EXPIRES:

4-17-83

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, 1980, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; MARK L. AKERS, HERBERT R. GAMACHE , and ROBERTA ANDERSON STATEN, members of the Board of Public Works, City of Fort Wayne, Indiana; and SANDRA E. KENNEDY, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

_____
Notary Public

_____
Type or Print Name of Notary

My Commission Expires:

_____

TITLE OF ORDINANCE SPECIAL ORDINANCE - WATER CONTRACT NO. 8001 - HARRIS ROAD - JOHN HARTMAN INV. CORPORATION

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-80-03-29

SYNOPSIS OF ORDINANCE WATER CONTRACT NO. 8001, FOR THE CONSTRUCTION OF A WATER MAIN SYSTEM TO SERVE HARRIS ROAD, FROM AN EXISTING 16" WATER MAIN ON THE SOUTH SIDE OF U. S. 30 BYPASS, SOUTHWARD 1000± FEET OF 12" WATER MAIN TO THE SOUTH RIGHT OF WAY LINE OF VERSAILLES VILLAGE PLACE; ON NORTH SCHOMBURG DRIVE, FROM HARRIS ROAD, WESTWARD 30± FEET OF 8" WATER MAIN, JOHN HARTMAN INVESTMENT CORPORATION.

(WATER CONTRACT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF WATER MAIN TO SERVE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE AREA WITHOUT WATER UTILITY SERVICES

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $7,148.54 FROM WATER UTILITIES

ASSIGNED TO COMMITTEE City Utilities